

TRANSMITTAL AND NOTICE OF APPROVAL OF STATE PLAN MATERIAL

FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 2 — 0 2 3

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)

TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE

July 1, 2002

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN

☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN

☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 02 \$ 60
b. FFY 03 \$ 180

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 16 to Attachment 4.16-A, pages 1-12

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (If Applicable):

Supplement 16 to Attachment 4.16-A,
pages 1-14

Iowa (02-23)
approved: 12/23/02
effective: 07/01/02

10. SUBJECT OF AMENDMENT:

Renewal of cooperative agreement with the Iowa Child Health Specialty Clinics for EPSDT children

11. GOVERNOR'S REVIEW (Check One):

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT

☐ OTHER, AS SPECIFIED:

☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED

☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

12. SIGNATURE OF STATE AGENCY OFFICIAL:

Cheryl L. Rasmussen

16. RETURN TO:

Director

14. TITLE:

Hoover State Office Building
Des Moines, Iowa 50319-0114

15. DATE SUBMITTED:

FOR REGIONAL OFFICE USE ONLY

17. DATE RECEIVED

09/24/02

18. DATE APPROVED

DEC 23 2002

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

07/01/02

20. SIGNATURE OF REGIONAL OFFICIAL:

Thomas H. Lenz

21. TYPED NAME:

Thomas H. Lenz

22. TITLE:

ARA for Medicaid & Children's Health

23. REMARKS:

cc:
Rasmussen
Anderson
CO
DSG/DIATA

SPAControl
Date Submitted: 9/19/02
Date Received: 9/24/02

EARLY AND PERIODIC SCREENING, DIAGNOSIS
AND TREATMENT (EPSDT)

MEMORANDUM OF AGREEMENT

BETWEEN THE

IOWA DEPARTMENT OF HUMAN SERVICES

AND

IOWA CHILD HEALTH SPECIALTY CLINICS

July 1, 2002

through

June 30, 2003

TN No. MS-02-23
Supersedes TN No. MS-01-30

Approval Date
Effective Date

DEC 23 2002
JUL 01 2002

**COOPERATIVE AGREEMENT
BETWEEN
THE IOWA DEPARTMENT OF HUMAN SERVICES
DIVISION OF MEDICAL SERVICES
AND
THE UNIVERSITY OF IOWA
ON BEHALF OF
IOWA CHILD HEALTH SPECIALTY CLINICS**

1.0 *Introduction and Purpose*

The Department of Human Services is established pursuant to Iowa Code Chapter 217 to administer programs designed to improve the well-being and productivity of the people of the State of Iowa. Under the provisions of Iowa Code section 249A.4, the Director of the Department is responsible for the effective administration of the Medical Assistance Act, which includes the program referred to as "Medicaid".

Iowa Child Health Specialty Clinics are Medicaid-eligible providers under the Medicaid State Plan, which has been approved by the Health Care Financing Administration. In the State of Iowa, the authority and responsibility for the administration of the Medicaid program has been delegated to the Iowa Department of Human Services.

The purpose of this agreement is to assure the implementation of 42 U.S.C. § 1396d(r).

2.0 *Parties to the Agreement*

The parties to this agreement are the Iowa Department of Human Services (hereinafter referred to as "DHS") for the Medicaid program, and Iowa Child Health Specialty Clinics (hereinafter referred to as "CHSC"). For the purposes of this agreement, the Director of DHS and the University of Iowa Business Manager or the University of Iowa Director of Sponsored Programs are authorized to enter into agreements and make commitments which shall be binding on the operation of Medicaid and CHSC.

3.0 *Mutual Objective and Respective Responsibilities*

The parties have entered into this Agreement for the purpose of defining the responsibilities of the parties hereto in assessment, planning, and care coordination activities related to the recipients of the Early and Periodic Screening, Diagnosis, and Treatment program (EPSDT) of the Iowa Medicaid Assistance Program (Title XIX).

CHSC shall provide the following services in accordance with the defined

performance expectations as set forth below.

CHSC shall employ staff that can provide DHS with technical assistance and consultation regarding children, under the age of 21, with complex health care needs.

- A. For recipients of the Title XIX Program who are children with complex special health care needs, a designated CHSC nurse consultant shall assist DHS as needed in the following:
1. Explain the EPSDT program to families and community service providers concerning expanded OBRA 89 services, exceptions to policy, importance of periodic screening services for children with complex special health care needs, etc.
 2. Assess the need for and adequacy of health care by reviewing the child's health and developmental needs and providing consultative care recommendations.
 3. Coordinate multiple home and community services.
 4. Provide resource and referral information, i.e., refer the child and family to appropriate services and be available for consultation/questions.
 5. Provide parent/caregiver support and information about family support groups, respite programs, day care and other resources.
 6. Facilitate, in special circumstances, diagnostic evaluation by a multidisciplinary team
 7. Provide follow up to assure that planned services were actually received.
 8. Provide health related anticipatory guidance to parents/caregivers.
 9. Provide other selected functions to enhance access to health care, e.g., early case finding/referral and facilitating communication and collaboration between parents/caregivers and providers or service agencies.
 10. Maintain a toll free number that families can contact and receive information from appropriately trained personnel who will provide information and referral for services for children with special health care needs.

- B. For assurance and administrative purposes related to Title XIX program children with complex special health care needs, the CHSC designated nurse consultant shall assist DHS as needed in the following:
1. Consult with DHS social workers to determine if the EPSDT services, provider qualifications and conditions of the EPSDT program are met.
 2. Serve as an EPSDT resource and liaison for the child's health care providers and the needed community services.
 3. Identify available personnel and resources needed to provide the home and community services.
 4. Participate as a health consultant or facilitator at care conferences or home visits, and assist in developing a family-centered care plan.
 5. Encourage and assist EPSDT providers to perform and document EPSDT screening exams.
 6. Participate in the development and review of EPSDT rules and regulations.
 7. Provide health-related technical assistance and consultation regarding children with complex special health care needs to professionals and consumers.
 8. Serve on the EPSDT/Care for Kids Advisory Committee of DHS and related committees, helping to establish the periodicity schedule of health care, reviewing the content of EPSDT screens, and assuring that programs are coordinated and conducted without duplication of effort.
 9. Work in collaboration with the Iowa Department of Public Health and other agencies who serve as EPSDT providers.
- C. DHS shall perform the following duties in accordance with responsibility for eligibility determination:
1. Determine financial eligibility of persons applying for the Title XIX Program.
 2. Determine service eligibility according to the DHS service program policies, considering recommendations for service needs from the child's primary case manager and the CHSC-designated EPSDT nurse consultant.

3. Assure the recipient freedom of choice of qualified EPSDT providers when the care plan is being established.
4. Assure that the recipient or representative is asked to participate in the EPSDT program at the initial determination of Medicaid eligibility and on an annual basis.
5. Inform the family of EPSDT recipients who are children with complex special health care needs about the services of CHSC as stated in this Agreement.
6. Refer to CHSC those recipients who are children with complex special health care needs and choose to participate in EPSDT. When DHS requests involvement of CHSC in EPSDT client's case, the family will sign a release of information and DHS will contact, inform and update CHSC on the client's needs. DHS shall inform CHSC when a child is no longer receiving EPSDT services.
7. Inform EPSDT program families at the initial determination of Medicaid eligibility and on an annual basis concerning when and what routine EPSDT screening are recommended.
8. Assist eligible providers in enrolling as a Medicaid EPSDT provider.
9. Make available in writing to CHSC all rules and regulations with references to EPSDT eligibility and service criteria. Prior to implementing new rules, CHSC will be notified and consulted for input on changes that affect children with complex special health care needs.
10. Provide Medicaid training to CHSC staff on site or by telephone conference within six weeks of a request from CHSC.

4.0 Compensation

The CHSC will be paid for the services described in section 3.0 a fee not to exceed \$342,464 for the Agreement period.

- A. The CHSC shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the Department with appropriate detail and information as necessary to support all charges included on the invoice. The supporting documentation will be available for audit purposes. The Agreement Number shall be placed on all claims for payment. Claims shall be submitted to:

Sally Nadolsky
Department of Human Services
Hoover State Office Building
Des Moines, IA 50319

5.0 Termination upon Notice

- A. Either party may terminate this Agreement, without penalty or incurring of further obligation, upon 60 days' written notice. CHSC shall be entitled to compensation of services or goods provided prior to and including the termination date.
- B. Immediate Termination by the Department. The following will be cause for immediate termination of the Agreement upon written notice by the Department:
1. In the event that CHSC is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Agreement effective as of the date on which the license is no longer in effect.
- The Department determines that the actions, or failure to act, of the CHSC, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized.
2. The CHSC fails to comply with confidentiality laws or provisions.

6.0 Upon Expiration or Termination of this Agreement, the CHSC Shall:

1. Deliver to the Department within twenty (20) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the Department;
2. Comply with the Department's instructions for the timely transfer of active files and work being performed by CHSC under this Agreement to the Department or the Department's designee;
3. Protect and preserve property in the possession of the CHSC in which the Department has an interest;
4. Stop work under this Agreement on the date specified in any notice of termination provided by the Department;

5. Submit to the Department invoices substantiating all charges for work performed by CHSC prior to the effective date of expiration or termination;
6. Cooperate in good faith with the Department, its employees and agents during the transition period between the notification of termination and the substitution of any replacement entity.

7.0 Applicable Confidentiality Laws and Regulations

It is understood that the data exchange entered into by DHS and CHSC is regulated by and subject to 42 C.F.R. § 435.945(f), which describes the minimum requirements that must be met before DHS may release data to CHSC, and 42 C.F.R. §§ 421.300 to 431.307, which requires the safeguarding of information on applicants and recipients.

It is further understood that information exchanged between DHS and CHSC concerning Medicaid-eligible individuals and covered services is restricted to purposes directly connected with the administration of the Iowa Medical Assistance Program.

DHS and CHSC shall comply with all applicable federal and state laws and regulations regarding the confidentiality of all client records, and the information contained therein. DHS and CHSC also agree to obtain written consent from the client, provider, and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.

8.0 Restrictions on the Use of Funds

No federal appropriated funds have been paid or will be paid on behalf of the Department or the CHSC to any person for influencing or attempting to influence an officer or employee of any federal agency, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, or member of Congress, or an employee of a member of Congress, in connections with this Agreement, grant, loan or cooperative agreement, the CHSC shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

TN No. MS-02-23
Supersedes TN No. MS-01-30

Approval Date
Effective Date

DEC 23 2002

JUL 01 2002

NOTE: If disclosure forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341R, HHH Building, 200 Independence Avenue, S.W., Washington, D.C., 20201-001.

9.0 Employment Practices

- A. CHSC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. CHSC must take affirmative action to ensure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, or disability. Such action shall include, but is not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship. CHSC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this Equal Employment Opportunity (EEO) clause.
- B. CHSC shall, in all solicitations or advertisement for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disabilities, except where it relates to a bona fide occupational qualification.
- C. CHSC must comply with all provisions of Executive order #11246 dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.
- D. In the event of CHSC's non-compliance with EEO clause the agreement or with such rules, regulations or orders, the agreement may be terminated or suspended and the CHSC may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations of other orders of the Secretary of Labor. The CHSC must comply with all applicable conditions of Title 29 U.S. Code, section 794 (Rehabilitation Act of 1972).
- E. *Title VI compliance* - CHSC shall be in compliance with Title VI of the 1964 Civil Rights Act as amended and all other federal, state, and local laws and regulations regarding the provision of services.
- F. *Section 504 compliance* – CHSC shall be in compliance with Section 504 of the Rehabilitation Act of 1972 as emended and with all federal, state, and local Section 504 laws and regulations.
- G. *American with Disabilities act compliance* – CHSC shall be in compliance with the American with Disabilities Action of 1990 and with all federal state

and local laws and regulations regarding the American with Disabilities Act.

- H. *Affirmative Action* – CHSC shall apply affirmative action measures appropriate to correct deficiencies or to overcome the effects of past or present practices, policies, or other barriers to equal employment opportunities.
- I. *Equal Opportunity* – CHSC shall exclude no person from the participation in or receipt of programs, activities or benefits on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.

10.0 Health Insurance Portability and Accountability Act of 1996

In the event that compliance with the final HIPAA regulations necessitates an additional agreement or an amendment to this Agreement, the parties agree to prompt execution of said amendment upon request.

11.0 General Provisions

- A. The term of this agreement shall be effective from July 1, 2002, and remain in effect until June 30, 2003 unless terminated in accordance with Section 5.0 of this Agreement.
- B. This agreement may be amended or modified at any time by mutual agreement between the Iowa Department of Human Services and CHSC. Any amendments or modification shall be in writing.
- C. ~~Notices~~ Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS.
- D. This Agreement shall become effective on the date this Agreement has been signed by all parties.

12.0 Contact Parties

If to Agency: Department of Human Services
Attn: Sally Nadolsky
Bureau of Long Term Care
Hoover State Office Building
Des Moines, IA 50319

TN No. MS-02-23
Supersedes TN No. MS-01-30

Approval Date DEC 23 2002
Effective Date JUL 01 2002

If to CHSC:

Child Health Specialty Clinics
Attn: Brian Wilkes
Health and Disease Management
247 CDD
University of Iowa
Iowa City, IA 52242

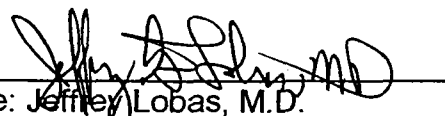
Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have cause their duly authorized representatives to execute this Agreement. **This Agreement supercedes any previous agreements entered into between the parties.**

**The University of Iowa on behalf of:
CHILD HEALTH SPECIALTY CLINICS**

By: 
Name: Brian Harvey
Title: Director, Sponsored Programs

Date: 8-27-02

By: 
Name: Jeffrey Lobas, M.D.
Title: Child Health Specialty Clinics

Date: Aug. 26, 2002

Federal Tax Identification Number: 42-6004813

State of Iowa, The Department of Human Services

By:  Date: 9-4-02

Name: Jessie K. Rasmussen
Title: Director

TN No. MS-02-23
Supersedes TN No. MS-01-30

Approval Date DEC 23 2002
Effective Date JUL 01 2002

Error

An error occurred while processing this page. See the system log for more details.

ARNP	5,716	1,429	4,287	
(.10 FTE) JW -Mason City				
ARNP	2,880	720	2,160	
(.05 FTE) KS - Burlington				
ARNP	2,661	665	1,996	
(.05 FTE) LM -Creston				
ARNP	2,926	732	2,195	
(.05 FTE) PM - Davenport				
Staff Nurse	10,729	2,682	8,047	
(.25 FTE) tba - Iowa City				
P&S/SEIU benefits	63,244	15,811	47,433	
Merit benefits	2,927	732	2,195	
Travel / Training	3,550	888	2,663	
Clerical Support	4,500	1,125	3,375	
TOTAL	275,964	68,991	206,973	
Equipment	3,000	1,500	1,500	
Telephone	5,000	2,500	2,500	
Rent	1,500	750	750	
Supplies; Printing; Copying;	8,000	4,000	4,000	
Postage; Computer tech assist.				
Parent Consultants				
8 @5 hrs. per week	24,000	12,000	12,000	
1 @20 hrs. per week	17,000	8,500	8,500	
Parent Consultant benefits	8,000	4,000	4,000	
GRAND TOTALS	342,464	102,241	240,223	

TN No. MS-02-23
 Supersedes TN No. MS-01-30

Approval Date DEC 28 2002
 Effective Date JUL 01 2002